

Howard

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Schneider

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") is made by and between The Schneider Corporation ("Professional"), an Indiana Corporation, and Howard County, Indiana ("Client"), on Nov 15, 2004.

PROFESSIONAL

CLIENT

The Schneider Corporation
Historic Fort Harrison
8901 Otis Avenue
Indianapolis, Indiana 46216
317-826-7100

Howard County Commissioners
232 North Main Street
Kokomo, IN 46901-4624

Project Name: GIS Implementation Services

Common Location: Kokomo, IN

Sec/Twp/Rg: N/A

County: Howard

Client intends to contract for GIS Professional Services ("Project"):

AGREEMENT

For and in consideration of the mutual promises contained in this Agreement, Professional and Client agree as follows:

1. **Scope of Services.** Professional shall provide Client with services in connection with the Project as described in Scope of Services (Attachment A). Professional shall use the standard of care typically exercised in conducting professional practices outlined in the Scope of Services.
2. **Schedule of Services.** Professional shall start and complete work as set forth in the Scope of Services. Professional shall conduct the work in an expeditious manner subject to limitations such as weather, information acquisition, communications and other factors outside of Professional's control. Both parties recognize that the schedule of services is subject to factors that may be unknown at the time of this Agreement. If modifications, changes or adjustments of these terms and conditions become necessary, such modifications shall be made in accordance with paragraph No. 8 below.
3. **Authorizations to Proceed.** Unless specifically provided otherwise in the Scope of Services, Client shall give Professional authorizations to proceed for each phase of the Basic Services and for each Additional Service prior to Professional commencing work. Authorizations may be in writing, or may be verbal, with subsequent confirmation in writing.
4. **Client's Responsibilities:** Client shall do the following in a timely manner so as not to delay the services of Professional: (1) Designate in writing a person to act as Client's representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions and receive information with respect to Professional's services for the Project. Professional may rely fully on information and instructions provided by Client's representative. Hereinafter, all references in this Agreement to "Client" mean Client or Client's Representative. (2) Provide all criteria and full information as to Client's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations, and furnish copies of all data needed to create the Project. (3) Assist Professional by placing at Professional's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project; all of which the Professional may use and rely upon in performing the services under this Agreement. (4) Give prompt written notice to Professional whenever Client observes or otherwise becomes aware of any development that affects the scope or timing of Professional's services, or any defect or nonconformance in the work of any contractor.
5. **Payment for Services.** Client shall compensate Professional for services rendered upon a fixed fee basis according to Schedule of Fees (Attachment B). These rates are agreed to in anticipation of the orderly and continuous progress of the Project through completion.

6. **Payment Terms.** Government Client agrees to pay all fees within 60 days of the date of the invoice in accordance with claims procedures. Non-government Client agrees to pay all fees within 30 days of the date of the invoice. Balances due over 30 days will be assessed an interest rate of 1½ % per month (18% per year) for Non-Government Client. Client agrees to pay for any costs of collection including, but not limited to lien costs, court costs or attorney's fees involved in or arising out of collecting any unpaid or past due balances.
7. **Invoicing.** Detailed billings will be provided on a monthly basis.
 - A. **Fixed Fee** - The invoices will be based on Professional's estimate of the proportion of time spent on each phase of the project at the time of billing relative to the total fee for those phases, plus actual reimbursable expenses.
 - B. **Time and Materials** - The invoices will be based on the applicable billing rate for actual hours expended during the billing period, plus reimbursable expenses as outlined in the Schedule of Fees.
8. **Modifications and Adjustments.** If specific periods of time for rendering services set forth in the Scope of Services are exceeded through no fault of Professional, or if Client has requested significant modifications or changes in the general scope, extent or character of the Project, all rates, measures and amounts of compensation, as well as the time of performance, shall be equitably adjusted by agreement of Professional and Client. The Scope of Services related to the Project may be revised, or modified to include supplementary service for any reason, upon agreement of Professional and Client. Client may modify the scope, extent or character of the Project, necessitating modifications to the Scope of Services or Fee Schedules. In each case, the Scope of Services will be modified in a manner mutually acceptable to the Professional and the Client, and the Fee Schedule will be equitably adjusted to accommodate the changes. Any change to the Scope of Services or the Fee Schedule will be documented in a Contract Change Order. Should the Professional and Client be unable to agree on modifications to the Scope of Services and/or Fee Schedule, Professional shall have the right to terminate this Agreement as outlined in Paragraph No. 9.
9. **Term and Termination.** Professional's obligation to render services under this Agreement will extend for a period which may reasonably be required for the services to be provided, including extra work and required extensions. If Client fails to give prompt authorization to proceed with any phase of services after completion of the immediately preceding phase, or if Professional's services are delayed or suspended by Client for more than three months for reasons beyond Professional's control, Professional may, after giving thirty days written notice to Client, suspend or terminate services under this Agreement. If payment is not received within 45 days of the date of invoice, Professional reserves the right, after giving seven days notice to Client, to suspend services to the Client or to terminate this Agreement. Professional shall not be liable to Client or any third parties for any damages caused by the suspension or termination of work for non-payment. Should the Professional and Client be unable to agree on modifications to the Scope of Services and/or Fee Schedule as outlined in Paragraph No. 8, Professional shall have the right to terminate this Agreement upon thirty days written notice to Client. Client may terminate this Agreement for any reason or without cause upon thirty days written notice to Professional. If any work covered by this Agreement is suspended, terminated or abandoned, the Client shall compensate the Professional for services rendered to the date of written notification of such suspension, termination or abandonment.
10. **Limitation of Liability and Responsibilities.** The Client shall hold harmless and indemnify Professional from all loss, damage, costs and expenses which Professional may suffer or sustain which results from acts or omission or any contractor, subcontractor, supplier, or any of their agents, employees or any other persons (except Professional's own employees and agents) at the site or otherwise furnishing or performing any of the contractor's work. Nothing contained in this paragraph, however, shall be construed to release Professional from liability for failure to properly perform duties and responsibilities assumed by Professional under this Agreement.

11. **Computer Files.** This paragraph sets forth the terms and conditions relating to the provision by Professional of any and all electronic media or computer readable information, including software, databases, and information compilations, and the raw data contained therein (hereafter "Computer Files") in connection with the above referenced Project. Geographic Data Layers converted from Client source documents are considered the property of the Client.
- A. Client acknowledges that the Computer Files are protected by trade secret, copyright, and other proprietary rights, and title and ownership of these rights and in the Computer Files remain in Professional. Professional licenses Client to use the Computer Files in the manner set forth for such Computer Files in the Scope of Services, but Professional reserves all rights not expressly granted. The Computer Files may not be used for purposes beyond those set forth in the Scope of Services, and Professional reserves the right to revoke the license if, in good faith, Professional deems that such use has or will occur. In the event Professional revokes the license, Professional will exercise good faith to negotiate a supplemental license provided Professional is satisfied that no originally prohibited use will occur.
- B. To the extent the Computer Files include any trade secret or other confidential information of Client, Professional agrees to keep such information confidential. Professional is otherwise free to use the Computer Files and other related materials in other projects for Client or for third parties unless a restriction is set forth in the Scope of Services.
- C. The Computer Files shall be used only by Client or those third parties expressly contemplated in the Scope of Services (Attachment A) and the license granted hereunder does not include the right to sublicense.
- D. Except to the extent required by the use(s) expressly set forth in the contract, Client may not: alter, modify or adapt the Computer Files or any part thereof; translate, reverse engineer, de-compile, disassemble, or create derivative works of the Computer Files or any part thereof; or remove or modify any proprietary markings, certifications or restrictive legends physically or electronically placed on the Computer Files.
- E. Professional warrants to Client that any provided Computer Files will substantially conform to any specification(s) in the Scope of Services (Attachment A) for one (1) year, but does not warrant that the use of any provided software will be uninterrupted or error free. Client's exclusive remedy for breach of this warranty will be to receive replacement of non-conforming Computer Files with conforming Computer Files. If Professional does not provide conforming Computer Files within 60 days after receiving written notice, Client shall be entitled to a refund of the fees paid to Professional in connection with this Agreement.
- F. Professional shall have no liability or responsibility for problems with the Computer Files (specific to computer software developed by Professional) caused by misuse, improper installation, alteration or modification by Client, or for problems arising out of the malfunction of Client's equipment or other software not supplied by Professional. Client acknowledges that the Computer Files may include features limiting their operability beyond the scope of the license, and Professional shall be entitled to use self-help, including electronic means, to prevent use of the Computer Files beyond their licensed scope. Client acknowledges that, regardless of whether the Computer Files may be useful by Professional in performing other projects or services for Client or that such other potential uses are referenced in the Scope of Services, the right and ability to use the Computer Files in connection with additional projects or services for Client shall reside solely with Professional.
- G. TO THE FULLEST EXTENT ALLOWED BY LAW, AND EXCEPT FOR THE WARRANTIES EXPRESSLY STATED HEREIN, THE COMPUTER FILES ARE PROVIDED "AS IS", AND PROFESSIONAL DISCLAIMS ALL OTHER WARRANTIES, TERMS OR CONDITIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES, TERMS OR CONDITIONS REGARDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND SATISFACTORY QUALITY.
- H. PROFESSIONAL SHALL NOT BE LIABLE TO CLIENT FOR ANY INCIDENTAL, SPECIAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY CHARACTER, INCLUDING WITHOUT LIMITATION, DAMAGES FOR: LOSS OF BUSINESS OR GOOD WILL, WORK STOPPAGE, LOSS OF INFORMATION OR DATA, LOSS OF REVENUE OR PROFIT, COMPUTER FAILURE, OR OTHER FINANCIAL LOSS ARISING OUT OF OR IN CONNECTION WITH THE INSTALLATION, MAINTENANCE, USE, PERFORMANCE OR FAILURE OF THE COMPUTER FILES, REGARDLESS OF THE LEGAL THEORY ASSERTED, WHETHER BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR OTHERWISE, AND EVEN IF PROFESSIONAL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. PROFESSIONAL'S LIABILITY TO CLIENT, REGARDLESS OF THE LEGAL THEORY OF ANY CLAIM, SHALL NOT EXCEED THE FEES PAID TO PROFESSIONAL IN CONNECTION WITH THE CONTRACT.

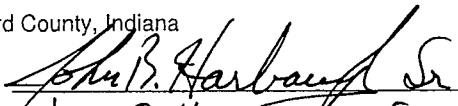
12. **Assignment.** Neither Professional nor Client shall assign, sublet or transfer any rights under or interest in this Agreement without prior written consent of the other party. Any assignments shall be of all rights, obligations, interest and responsibilities hereunder. Nothing in this paragraph shall prevent Professional from employing independent professional associates and consultants to assist in the performance of the services hereunder.
13. **Rights and Benefits.** Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than Client and Professional, and all duties and responsibilities pursuant to this Agreement will be for the sole and exclusive benefit of Client and Professional and not for the benefit of any other party. All reports, drawings, and any other documents, data or information prepared by Professional in conjunction with the services provided for under this Agreement shall remain the sole property of Professional.
14. **Successors.** This Agreement is binding on the partners, successors, executors, administrators and assigns of both parties.
15. **Applicable Law.** The terms and conditions of this Agreement are subject to the laws of the State of Indiana.

This Agreement, consisting of twelve pages together with the Attachments identified above, constitute the entire Agreement between Client and Professional and supersede all prior written or oral understandings related thereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, or caused this Agreement to be executed by their duly authorized official or agent.

CLIENT

Howard County, Indiana

By: 
Print: JOHN B. HARBAUGH SR.
Title: County Commissioner
Date: 11-15-04

PROFESSIONAL

The Schneider Corporation

By: _____
Print: Edward P. Jolliffe
Title: President
Date: _____

ATTACHMENT A SCOPE OF SERVICES

Name of Project: GIS Implementation Services

Professional shall provide Client with services in connection with the Project as described below:

The intent of services provided under this contract is to assist Client with the development and/or maintenance of the Client's GIS. This may include consulting, technical support, programming, or the generation of additional layers.

GIS Project Implementation

Scope of Work

Deliverables

The Schneider Corporation will provide the following products and services toward the development and implementation of a Geographic Information System (GIS) for Howard County. All data layers will be digital, georeferenced to the State Plane NAD83 coordinate system, units feet; and seamless within and between data layers for the entire project (subject to the availability and quality of the data sources provided to The Schneider Corporation by local project officials). The Schneider Corporation will use the 'best available' digital and paper map and database sources identified below and provided by the local project officials at the time the project is started. Vector data layers will be delivered in Environmental Systems Research Institute, Inc. (ESRI) compatible format. In the following descriptions of data layers, 'attribute' refers to populating a map layer database with a map feature name or identification number. 'Label' and 'annotation' refers to creating and placing text description in the map view to provide visual information about map features; though some labeling may duplicate attribution, label text is not stored in the map layer database.

PHASE G100 – Land Records

Cadastral Data Assumptions

- a. *The County will provide AutoCAD drawings covering the entire county in AutoCAD Release 14 or higher to The Schneider Corporation at the beginning of the project for USPLS, Political Townships, Rights-of-way, and Parcel Ownership.*
 - b. *The Schneider Corporation will use existing source data to create new digital Land Use data layers.*
 - c. *The County will provide current copy of the CAMA and Tax databases in a Microsoft Access compatible format. The County's CAMA system is the current release of ProVal.*
 - d. *The County will provide existing orthophotography to The Schneider Corporation.*
1. **County political township polygon data layer**
 - a. County political township polygon data layer will be developed from the existing AutoCAD files, if provided in polygon format within the AutoCAD layers, to The Schneider Corporation at the beginning of the project.
 - b. County political township polygon data layer will be attributed with political township name, as identified on existing county maps provided to The Schneider Corporation at the beginning of the project.
 2. **Rights-of-Way polygon data layer**
 - a. Rights-of-Way polyline data layer (as defined in the existing AutoCAD data layers) developed from existing digital files provided to The Schneider Corporation at the beginning of the project.
 - b. No attribution or labeling will be completed for the rights-of-way polygon or polyline data layer.
 3. **Parcel Ownership data layers**
 - a. Parcel polygon data layer
 - i. Parcel polygon data layer using topology from existing AutoCAD files maintained by the County provided to The Schneider Corporation at the beginning of the project.
 - ii. Parcels will be attributed with Parcel Number, as identified in the existing AutoCAD files, which can be automatically associated geographically with each polygon. If parcel numbers are outside the polygon, incorrect PIN assignment will occur.
 - iii. Parcels will be labeled using auto-labeling routines in the GIS software, which allow for multi-scale viewing and no label maintenance requirements. The labels will consist of the parcel number, as identified in the attribute database. Because of space constraints, some labels may not fit completely within their feature boundaries.

ATTACHMENT A SCOPE OF SERVICES

Name of Project: GIS Implementation Services

- iv. Parcels will be labeled with parcel dimensions, derived from the existing AutoCAD files. Parcel dimensions will be static labels that will require maintenance, and will be placed at a fixed scale.
 - b. Lot line data layer
 - i. Lot line data layer from existing AutoCAD files provided to The Schneider Corporation at the beginning of the project.
 - ii. No attribution or labeling will be completed for the Lot line data layer.
 - c. Easement line data layer
 - i. Easement line data layer from existing AutoCAD files provided to The Schneider Corporation at the beginning of the project.
 - ii. No attribution or labeling will be completed for the Easement line data layer.
 - d. Building Setback line data layer
 - i. Building setback line data layer from existing AutoCAD files provided to The Schneider Corporation at the beginning of the project.
 - ii. No attribution or labeling will be completed for the Building setback line data layer.
 - e. Subdivision Annotation data layer
 - i. Subdivision annotation data layer, from existing AutoCAD files provided to The Schneider Corporation at the beginning of the project.
- 4. **Land Use polygon data layer for assessment purposes – New Inventory**
 - a. Land Use polygon data layer developed for assessment purposes from the orthophotography using photo interpretation.
 - b. Land use will be attributed with Land Use code, as identified by the client at the beginning of the project.
 - c. Land use will be thematically displayed within the GIS for ease of clarification of land use type.
- 5. **Project Services**
 - a. Project and system design including:
 - i. Development of a data dictionary
 - ii. Development of a procedures manual
 - iii. Project file setup
 - iv. On site setup and installation
 - b. Project management
 - i. The setup and configuration of a Project desktop web site, which enables client access to up to date project records, improved communication tools, and ongoing project status reports.
 - ii. Daily project administration, with an established client reporting schedule.
 - c. Quality Assurance management, including customization of procedures to best fit the client's needs, tax roll reconciliation, and process review.
 - d. Consulting
 - i. Assistance with communication with other organizations, including:
 - 1. Drafting of data requests from other organizations.
 - 2. Drafting of job descriptions for GIS related positions for the client.
 - 3. Communication of project and product standards with other organizations on the client's behalf.
 - e. Metadata files for each layer create or converted by The Schneider Corporation for this project.
- 6. **Training**
 - a. One, 2 day "Introduction to ArcGIS I" class for up to 9 people at The Schneider Corporation's office at Historic Fort Harrison.
 - b. One, 1 day "Introduction to GeoGear" class for up to 9 people at The Schneider Corporation's office at Historic Fort Harrison.
 - c. One, 2 day on site customized training sessions for up to 9 people.

PHASE G500 – Software

(All copies will be current shipping versions, for the Windows 2000 or XP operating system)

- 1. **ESRI**
 - a. Three copies of ArcEditor GIS 9.x floating seat licenses (provided through cooperative agreement with ERSI St. Louis)
 - b. Two upgrade copies from ArcView 9.x to two copies of ArcEditor GIS 9.x floating seat licenses (provided through cooperative pass through agreement with ERSI St. Louis)

ATTACHMENT A SCOPE OF SERVICES

Name of Project: GIS Implementation Services

- c. One copy of ArcSDE Server, single server license (provided through cooperative agreement with ERSI St. Louis). This application would be supported from the City's current RDBMS (SQL Server). The RDBMS is not included in the pricing.
2. **GeoGear**
 - a. One copy of GeoGear remote access software
 - b. Three copies of GeoGear Navigation extension, single seat license
 - c. Three copies of GeoGear Extended Editing extension, single seat license
 - d. One copy of GeoGear AgLand Valuation extension, single seat license
 - e. One copy of GeoGear integrated ArcIMS web site for public or private use.
 - i. The web site will be set up with restrictive password controlled access until such time as the client approves public access if at all.
 - ii. Use of The Schneider Corporation County GIS Web Module.
 - iii. Client specific customization of The Schneider Corporation GIS Web Module to be based on provided Hourly Services Fee schedule.
 - iv. The Schneider Corporation County GIS Web Module includes the development of an interactive connection, using the parcel identification number, between the GIS parcel data layer and both the MVP Tax real estate and the ProVal appraisal database files to produce web based parcel taxation and valuation, residential dwelling appraisal, and parcel agricultural land value reports.

PHASE G600 – Website Services

1. Web site hosting includes frequent (daily to weekly) updates of the parcel information from the MVP Tax and Proval software databases and mutually agreed upon report changes up to the date of GIS project installation.
 - a. Certain hardware and software configurations may affect update frequency, and may require additional third party software (not included in the project cost). The update feature requires a dedicated internet access with a minimum speed of 128K.
2. Twelve months of web hosting of the client web site, with statistical usage reports available for site monitoring.

Deliverables are subject to the following restrictions, cautions and disclaimers:

- a. Map features in a Geographic Information System (GIS), including but not limited to public land reference system corners and markers, ownership boundaries, road centerlines and rights-of-way, utility lines and controls, engineering structures, natural resources, and other jurisdictional boundaries are representations of original data sources for purposes of data access and analysis.
- b. Digital data in a GIS do not replace or modify site surveys, deeds and other conveyances, original and as built engineering plans, and other original drawings and/or legal documents that establish land ownership, land use, or on-site structure location.
- c. **No field surveys or records research are undertaken to discover what variations, if any, derived land reference system boundaries deviate from monumented corners of record. Because The Schneider Corporation has no legal authority to determine or assign land title, any derived land reference system boundaries should not be construed as legal documents or evidences of land subdivision.**
- d. The Schneider Corporation will collaborate with local project officials to procure relevant maps, database files, and other documents needed to deliver the proposed products and services, but will not perform research to locate archived records unless specified as a delivered product or service in Scope of Work.
- e. Apparent errors and omissions in data coverages that preclude performance by The Schneider Corporation of the products or services specified in Scope of Work will be reported to the appropriate local project individuals; these reports should not be construed as necessarily being comprehensive or exhaustive. The Schneider Corporation will apply procedures to minimize data errors and discrepancies during the data creation and conversion processes; however final data verification will be the responsibility of OWNER.

Participation by Local Officials

To ensure that the above products and services are provided in an accurate, timely, and comprehensive manner, OWNER is expected to provide to The Schneider Corporation at no cost:

- a. Originals or high quality copies of available maps, documents, database and AutoCAD files as needed by The Schneider Corporation in order to prepare the digital data sets or other services previously specified.

ATTACHMENT A SCOPE OF SERVICES

Name of Project: GIS Implementation Services

- b. Staff time as necessary to locate, collect, and organize source documents; review digital data products for accuracy and completeness; and respond to The Schneider Corporation requests for data and system information.
- c. Any other materials or services judged by mutual agreement to be appropriate for Howard County's GIS project.

Subcontractors

The Schneider Corporation has no plans to subcontract out any portion of the Cadastral Mapping Database, GIS Data, or other aspects of the products and/or services related to those two tasks. The Schneider Corporation will work with the aerial photography provided to integrate the digital imagery in the County wide GIS.

The Schneider Corporation may, with prior approval of local officials in charge of the project, subcontract out portions of the data conversion work. If that occurs, all project design, administration, and implementation (including training and tech support) will be done by The Schneider Corporation staff.

Cost

Professional Services	\$163,436.00
ESRI Software	\$30,980.00
(Special purchase from ESRI through Schneider under IC: 5-22-10-7 and IC: 5-22-10-13)	
Applications GeoGear	\$8,520.00

Total cost without Software Maintenance: **\$202,936.00**

Some costs are based on conversion or creation of a specified number of features as a line item in the 'Products and Services' section of this proposal. If the number of features for any line item exceeds that specified in this proposal, additional charges at the prevailing unit rate will be assessed.

Project Length and Completion

Estimated length of this project is **12 months** from a projected start date of **November 15** [or] from the date all digital data sets are delivered to The Schneider Corporation, with a projected completion date of **November 15, 2005**. This time estimate may change depending on The Schneider Corporation's production schedule. The Schneider Corporation will not be liable for delayed performance caused by the failure of local project officials, agents of the local project officials, or any County subcontractor to supply to The Schneider Corporation data or services in a timely manner; delays in the delivery of the digital data sets; or any other reasons or causes not the fault of The Schneider Corporation.

Changes

As part of the quality control process, The Schneider Corporation will establish a review process with Howard County. The Schneider Corporation will make any reasonable changes and corrections reported back to The Schneider Corporation within 30 days of the delivery of the final digital data to local project officials. Changes reported after 30 days will be made at The Schneider Corporation's discretion and may be extra cost.

**ATTACHMENT B
FEE SCHEDULE**

Name of Project: GIS Implementation Services

Client shall compensate Professional for services rendered in accordance with the following:

Fixed Fee - Client shall receive monthly invoices reflecting the prior month's services, based upon a percentage of completion of the project. Percentage of completion will be estimated by Professional, and regularly communicated with the client.

Other Fixed Fee phases of this project may be developed during the course of this agreement. Once the estimates are accepted, an Authorization to Proceed will have to be signed and submitted before work will begin.

Hourly Services - Client shall receive monthly invoices reflecting the prior month's Hourly services.

Hourly Fee Schedule

JOB TITLE	REGULAR HOURLY RATE
GIS DIRECTOR	\$126.00
GIS SENIOR PROJECT MANAGER	\$150.00
GIS PROJECT, PRODUCTION MANAGER	\$125.00
GIS SENIOR PROGRAMMER	\$175.00
GIS PROGRAMMER	\$125.00
GIS SENIOR SPECIALIST	\$175.00
GIS SPECIALIST	\$125.00
GIS SENIOR TECHNICIAN	\$70.00
GIS TECHNICIAN	\$60.00
ADMINISTRATION	\$50.00

Hourly Services Expenses:

Travel time for onsite visits will billed at \$45.00 per hour.

Certified mailings or Shipping at cost

Other out-of-pocket expenses cost plus 10%

All hourly services phase fees remaining under this contract are subject to an increase at the discretion of Professional. The Client will be notified in writing of any changes in fees.

DESIGNATION OF CLIENT'S REPRESENTATIVE
Name of Project: GIS Implementation Services

In accordance with Paragraph 4(1) of the Professional Services Agreement between Howard County ("CLIENT") and The Schneider Corporation ("Professional"), dated Nov 15 2004, Client hereby designates Jamie Shepherd to act as Client's representative with respect to the services to be rendered under this Agreement. This designee shall have complete authority to transmit instructions and receive information with respect to Schneider's services for the Project unless or except as outlined below.

☐ No Exceptions

☐ Exceptions (list below)

CLIENT

Howard County, Indiana

By: John B. Harbaugh, Sr.

Print: JOHN B. HARBAUGH, SR.

Title: County Commissioner

Date: _____

AUTHORIZATION TO PROCEED

Name of Project: GIS Implementation Services

In accordance with Paragraph 3 of the Professional Services Agreement between Howard County ("CLIENT") and The Schneider Corporation ("Professional"), dated Nov 15, 2004, The Schneider Corporation is hereby authorized to proceed on the following phases of the project:

Total FIXED FEE products and services:

- ☐ Howard County GIS Professional Service: \$163,436.00
- ☐ ESRI Software: \$30,980.00 (Special purchase as stated in agreement)
- ☐ Application GeoGear: \$8,520.00

Total for all three services: \$202,936.00

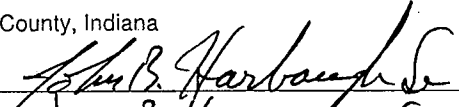
Total HOURLY products and services:

- ☐ Hourly services (provided on demand and invoiced monthly according to Attachment B).

Subject to the approval of the Indiana Tax Board

CLIENT

Howard County, Indiana

By: 
Print: JOHN B. HARBAUGH SR.
Title: County Commissioner
Date: _____